



**REQUEST FOR SEALED PROPOSAL
REPLACEMENT OF JET TRUCK BODY
MAY 9, 2016**

Sealed proposals will be received until 2:00 p.m. on Monday, May 23, 2016, by the City of Martinsville Water Resources Department to contract with a firm for the replacement of the existing Jet Truck Body, as per proposal specifications. Proposals will be received in the office of the Purchasing Manager, Karen Mays, Central Warehouse, 990 Fishel Street, Martinsville, Va. 24112. Proposals may be hand delivered, mailed, sent by FedEx or UPS to the 990 Fishel Street address or mail to the City of Martinsville Purchasing Department, P O Box 1112, Martinsville, Va. 24114-1112. Please mark your envelope in the lower left hand corner, "Jet Truck Body" and the due date. There will not be a formal opening. Award will be based on the selection criteria in this proposal.

SCOPE OF WORK:

The City of Martinsville requests the complete replacement of the truck mounted Sewer Jet Truck Body mounted on a 1999 Sterling L7501 Truck Chassis. The chassis has a 33K GVW; 84" Cab to Axle C/A; 3126 Caterpillar Diesel Engine; Front Mount PTO; 20' Overall Length (from the front bumper to rear of frame rail); 80" from center of axle to existing turn table at rear of truck. This truck will be delivered to your facility for the new installation of the jet truck body by your firm. A price to remove the old body will be discussed.

GENERAL SPECIFICATIONS:

The City is requesting the unit to have:

1. Min. 2000 PSI Water Pump; **quote 60 or 70 or 80 gpm. We will decide which.**
Front mounted PTO Pump.
2. Rear Mounted Safety Hose Reel & Hose; Rotating only
(Telescope, eliminate this feature), with 500' to 700' x 1" Sewer Jet Hose capacity with a min. of 100' of 1/2" hose built-in. Quote 500' to 700' or what you have to offer. **If the can quote a rotating twin/dual rear reel, that has the capacity to include both 1" x 1/2" hoses, please do so, and let us know what is the minimum footage of each size available on the reel. If you can't quote the dual reel, quote the 1" hose reel (min 500') with a separate smaller reel (min 100') with 1/2" hose. The City will determine which reel/s is preferred. Cost will be considered.**

3. Backup Camera installed.
4. 1000 to 1500 gal. Water Tank & Fill. **Quote the one or ones that fit the body or bodies.**
5. LED D.O.T. Approved Lighting.
6. Washdown Gun with 25' Ext. Hose.
7. Washdown System w/retractable reel.
8. Tank Access Ladder.
9. Automatic Level Wind w/Hydraulic Up/Down Action. **(Delete this feature)**
10. Digital Footage Counter.
11. Drain Valves for water pump.
12. Fill Hose Storage Rack.
13. Long Handle Tool Storage.
14. White Paint Color.

Proposals will be evaluated on the following Criteria:

1. Price/s. Please list all specifications of the unit/units quoting. Attach brochures and detailed listings. Firms may quote more than one body. **Give details as to all options.**
2. Price to remove the old body.
3. Ability to meet the Scope of Work and General Specifications.
4. Warranty offered. Give details.
5. Location of Service Facility. Provide the city and state where the City will deliver the jet truck for the body installation, and future warranty service.
6. Delivery Schedule: The City would prefer the contractor to build the unit on-site at their facility prior to the City delivering the chassis to the location for installation.
7. Payment Terms.

REQUIREMENTS:

Vendors may contact Lane Shively, Fleet Manager, at 276-252-7767 to schedule a site visit to inspect the existing truck and body.

For inquiries, please email Karen Mays at kmays@ci.martinsville.va.us. I will forward your inquiries, gather answers and return your responses by email. The City will determine if an addendum is necessary for all inquiries.

The City of Martinsville reserves the right to accept or reject any and all proposals, to waive any informalities, and to award this project as determined to be in the best interest of the City of Martinsville. **In summary, the City has a need for a Sewer Jet Body. Please tell us what you have to offer and associated prices. We will look at all features and make a decision based on the selection criteria. Vendors may attach additional pages for all options offered with pricing.**

REFERENCES:

Bidders shall provide a list of at least 3 references where similar services have been provided. Each reference shall include the name of the organization, the name of the contact person, email address & telephone number.

ORGANIZATION/CONTACT PERSON/ EMAIL ADDRESS/TELEPHONE NUMBER.

1. _____

2. _____

3. _____

BID ACCEPTANCE PERIOD

Any bid in response to this solicitation shall be valid for (30) days. At the end of the (30) days, the bid may be withdrawn at the written request of the proposer. If the bid is not withdrawn at that time, it remains in effect until an award is made or the solicitation is canceled.

PIGGY BACK CLAUSE

According to the State of Virginia Public Procurement Act, any other state, local or government agency may use this bid as a basis for procuring such items.

EQUAL OPPORTUNITY

During the performance of this contract, the Contractor agrees as follows:

The Contractor will not discriminate against any employee or applicant for employment because of race, religion, color, sex, or national origin, except where religion, sex, or national origin is a bona fide occupational qualification reasonably necessary to the normal operation of the Contractor. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices setting forth the provisions for this non-discrimination clause.

The Contractor also shall not discriminate against any handicapped person in violation of any state or federal law or regulation and shall also post in conspicuous places, available to employees and applicants for employment, notices setting forth the provisions of this additional non-discrimination clause.

The Contractor, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, will state that such contractor is an equal opportunity employer.

Notices, advertisements, and solicitations placed in accordance with Federal law, rule or regulation shall be deemed sufficient for the purpose of meeting the requirements of this section.

The Contractor will include the provisions of the foregoing paragraphs in every subcontract or purchase order over \$10,000 so that the provisions will be binding upon each subcontractor or vendor.

The Contractor will otherwise comply with all other applicable provisions of local, State, and Federal law.

INCURRING COSTS

The City of Martinsville is not liable for any costs incurred by contractors prior to issuance of a purchase order.

IMMIGRANT REFORM AND CONTROL ACT OF 1986

By signing its SOQ, the offeror certifies that it does not and will not during the performance of this contract violate the provisions of Federal Immigration Reform and Control Act of 1986, which prohibits the employment of illegal aliens.

WORK CHANGES

The City of Martinsville without invalidating the contract, and without notice to any surety, may order changes in the work within the general scope of the contract consisting of additions, deletions or other revisions, providing the total amount added or eliminated does not exceed twenty-five percent (25%) of the total contract price, or \$10,000, whichever is greater. All such changes in the work shall be authorized by change order, and shall be executed under the applicable conditions of the contract documents.

The cost or credit to the City resulting from a change in the work shall be determined by unit prices subsequently agreed upon or by mutual acceptance of a lump sum properly itemized, or on the basis of cost of Work plus a Contractors Fee for overhead and profit as determined below.

Should concealed conditions encountered in the performance of the work below the surface of the ground or hidden in existing structures be at variance with the conditions indicated by the contract documents, the contract price may be equitably adjusted by change order upon claim by either party and approval of the other party, made within either party and approval of the other party, made within twenty (20) days after the first observance of the conditions.

The Contractor shall promptly, and before such conditions are disturbed, notify the Project Manager in writing of: (a) subsurface or latent physical conditions at the site differing materially from those indicated in this contract, or (b) unknown physical conditions at the site, of an unusual nature, differing materially from those ordinarily encountered and generally recognized as inherent in work of the character provided for in this contract. The Project Manager shall promptly investigate the conditions, and if he finds that such conditions do so materially differ and cause an increase or decrease in the contractor's cost of, or the time required for, performance of this contract, and equitable adjustment shall be made and the contract modified in writing accordingly. Any claim of the Contractor for adjustment hereunder shall not be allowed unless he has given notice as above required; or unless the Project Manager grants a further period of time before the date of final payment under the contract.

ETHICS IN PUBLIC CONTRACTING

The provisions contained in Sections 2.2-4367 through 2.2-4377 of the Virginia Public Procurement Act as set forth in the 1950 Code of Virginia, as amended, shall be applicable to all contracts solicited or entered into by this City. A copy of these provisions may be obtained from the Purchasing Agent upon request. The provisions of this article supplement, but do not supersede, other provisions of law including, but not limited to, the Virginia Conflict of Interest Act (§2.1-348 et. seq.), the Virginia Governmental Frauds Act (§18.2-498.1 et. seq.) and Articles 2 and 3 of Chapter 10 of Title 18.2. The provisions apply notwithstanding the fact that the conduct described may not constitute a violation of the Virginia Conflict of Interests Act.

HOLD HARMLESS CLAUSE

The Contractor shall, during the term of the contract, indemnify, defend, and hold harmless the City, its' officials, employees, agents, and representatives thereof from all suits, actions, or claims of any kind, including attorney's fees, brought on account of any personal injuries, damages, or violations of rights, sustained by any person or property in consequence of any neglect in safeguarding contract work or on account of any act or omission by the contractor or his employees, or from any claims or amounts arising from violation of any law, bylaw, ordinance, regulation or decree. The vendor agrees that this clause shall include claims involving infringement of patent or copyright.

NOTICE OF REQUIRED DISABILITY LEGISLATION COMPLIANCE

City of Martinsville government is required to comply with state and federal disability legislation: The Rehabilitation Act of 1993 Section 504, The Americans with Disabilities Act (ADA) for 1990 Title II and The Virginians with Disabilities Act of 1990.

Specifically, City of Martinsville, may not, through its contractual and/or financial arrangements, directly or indirectly avoid compliance with Title II of the Americans with Disabilities Act, Public Law 101-336, which prohibits discrimination by public entities on the basis of disability. Subtitle A protects qualified individuals with disability from discrimination on the basis of disability in the services, programs, or activities of all State and local governments. It extends the prohibition of discrimination in federally assisted programs established by the Rehabilitation Act of 1973 Section 504 to all activities of State and local governments, including those that do not receive Federal financial assistance, and incorporates specific prohibitions of discrimination on the basis of disability in Titles I, III, and V of the Americans with Disabilities Act. The Virginians with Disabilities Act of 1990 follows the Rehabilitation Act of 1973 Section 504.

TERMINATION

Subject to the provisions below, the contract may be terminated by the City upon thirty (30) days advance written notice to the other party; but if any work or service hereunder is in progress, but not completed as of the date of termination, then this contract may be extended upon written approval of the City until said work or services are completed and accepted.

1. **Termination for Convenience** - In the event that this contract is terminated or canceled upon request and for the convenience of the City, without the required thirty- (30) days advance written notice, then the City shall negotiate reasonable termination costs, if applicable.
2. **Termination for Cause** - Termination by the City for cause, default or negligence on the part of the firm shall be excluded from the foregoing provision; termination costs, if any, shall not apply. The thirty- (30) days advance notice requirement is waived in the event of Termination for Cause.
3. **Termination Due to Non-Appropriation of Funds in Succeeding Fiscal Years** - When funds are not appropriated or otherwise made available to support continuation of performance in a subsequent fiscal year, the contract shall be canceled and the contractor shall be reimbursed for the reasonable value of any non-recurring costs incurred but not amortized in the price of the supplies or services delivered under the contract.

ASSIGNMENT OF CONTRACT

The successful offeror is prohibited from assigning, transferring, conveying, subletting, or otherwise disposing of this agreement or its rights, title or interest therein or its power to execute such agreement to any other person, company or corporation without the prior consent and approval in writing by the City.

ANTITRUST

By entering into a contract, the contractor conveys, sells, assigns, and transfers to the City of Martinsville all rights, title and interest in and to all causes of action it may now have or hereafter acquire under the antitrust laws of the United States and the City of Martinsville, relating to the particular goods or services purchased or acquired by the City of Martinsville under said contract.

QUALIFICATIONS OF OFFERORS

The City may make such reasonable investigations as deemed proper and necessary to determine the ability of the offeror to perform the services and the offeror shall furnish to the City all such information and data for this purpose as may be requested. The City reserves

the right to inspect offeror's physical facilities prior to award to satisfy questions regarding the offeror's capabilities. The City further reserves the right to reject any proposal) if the evidence submitted by, or investigations of, such offeror fails to satisfy the City that such offeror is properly qualified to carry out the obligations of the contract and to provide the services and/or furnish the goods contemplated therein.

NONDISCRIMINATION OF CONTRACTORS

A proposal, offeror, or contractor shall not be discriminated against in the solicitation or award of this contract because of race, religion, color, sex, national origin, age, disability, faith-based organizational status, any other basis prohibited by state law relating to discrimination in employment or because the proposal or offeror employs ex-offenders unless the state agency, department or institution has made a written determination that employing ex-offenders on the specific contract is not in its best interest. If the award of this contract is made to a faith-based organization and an individual, who applies for or receives goods, services, or disbursements provided pursuant to this contract objects to the religious character of the faith-based organization from which the individual receives or would receive the goods, services, or disbursements, the public body shall offer the individual, within a reasonable period of time after the date of his objection, access to equivalent goods, services, or disbursements from an alternative provider.



BID FORM

**TO: CITY OF MARTINSVILLE
MARTINSVILLE, VIRGINIA**

The undersigned has carefully examined the Specifications and hereby declares to furnish the following item in the manner prescribed in the Scope of Work and Specifications, for the following price.

Furnish all Material, Equipment and Labor for the new installation of a Sewer Jet Truck Body
\$ _____

Price to Remove Old Body \$ _____

Installation Date _____

Warranty (include information) _____

_____ By: _____

Vendor Name

Signature & Title

Mailing Address

Date

Email Address

Phone and Fax Numbers

Signature Sheet
CITY OF MARTINSVILLE, VIRGINIA
SEWER JET TRUCK BODY

My signature certifies that the bid as submitted complies with the Scope of Work, Specifications and all Terms and Conditions as set forth in this Request for Proposal.

My signature further certifies that this proposal is made without prior understanding, agreement, or connection with any corporation, firm or person submitting a proposal for the same services, and is in all respects fair and without collusion or fraud. I understand collusion is a violation of Virginia Governmental Fraud Act and Federal Law and can result in fines, prison sentences and civil damages awards. I agree to this proposal by all conditions of the proposal and certify that I am authorized to sign this proposal.

To receive consideration for award, this signature sheet must be returned to the Purchasing Department as it shall be a part of your response.

If there are any parts of the scope of work, specifications and requirements that your company cannot meet, please indicate exceptions on an attached page.

Company Name: _____

Address: _____

Signature: _____

Name (type or print) _____

Official Title: _____

Federal Tax ID Number: _____

Date: _____ **Telephone Number:** _____

Email Address _____